

This english version is only for information.

In case of divergent interpretations of the German and English texts, the  
German text shall prevail

## **General Terms and Conditions**

**for the invitation to tender for loss energy and the conclusion of the  
electricity supply contract between Amprion GmbH and the  
awarded bidders**

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## 1 Introduction

The Energy Industry Act and the Grid Access Ordinance for Electricity oblige the operators of energy supply grids to procure the energy to cover losses in accordance with a market-oriented, transparent and non-discriminatory procedure.

On October 21, 2008, the Federal Network Agency issued a determination on the tendering procedure for loss energy and the procedure for determining network losses (BK6-08-006), thus creating binding specifications for the procurement process.

In accordance with the stipulations of the Federal Network Agency, both tendering and manual procurement on an exchange-organized trading platform are permissible for the long-term procurement of loss energy.

These general terms and conditions apply to the share of the demand for loss energy determined by Amprion GmbH (hereinafter referred to as Amprion) for the respective delivery year (long-term component) that is procured by tender.

In the following, the general conditions of the tender procedure as well as the products are described and the conditions of participation are presented. In addition, the following provisions regulate the technical, legal, administrative, operational and commercial framework conditions for the supply, acceptance and settlement of the loss energy between Amprion and the supplier (seller).

The English versions of the General Terms and Conditions and the Internet pages are read-only versions. The respective German version is legally binding.

## 2 Participation requirements

The condition for participation in the tender is that the respective provider operates a balancing group or sub-balancing group as balancing group manager in the control area of Amprion. If the bidder is not itself a balancing group manager, the bidder must submit an assignment authorization from a balancing group manager in the Amprion control area in which the balancing group manager expressly undertakes vis-à-vis the bidder to fully handle the delivery of loss energy to Amprion via its balancing group. The provisions of the balancing group contract concluded by the balancing group manager with Amprion shall apply to the handling of the schedule delivery.

In order to participate in a tender for the first time, bidders must have registered once on the Internet platform at least 5 working days before the tender date using the form provided on Amprion's website <https://www.amprion.net/Energy-Market/Market-Platform/Grid-Losses/>.

Registrations made at shorter notice will only be accepted by Amprion on the basis of ability and capability. The same applies to requests to renew passwords of an existing access.

After successful registration, Amprion sends the provider the access data to the Internet platform. The place of performance of the delivery is the Amprion control area. The delivery shall be made to the loss balancing group specified by Amprion in accordance with section 7.2.

### **3 Implementation of the tender**

If Amprion's loss energy requirement for the delivery year (long-term component) or shares thereof are to be procured via a tender, the current tender dates will be published on the website <https://www.amprion.net/Energy-Market/Market-Platform/Grid-Losses/>. The bid acceptance takes place on a weekday trading day of EEX via the internet platform [www.tso-grid-loss.net](http://www.tso-grid-loss.net).

For each tender, the type of products tendered (lots) as well as the associated energy quantity and the deadline for submission of bids will be published on this website no later than 3 weeks before the start of the deadline for submission of bids. Each lot corresponds to a standard exchange product (e.g. base year, peak quarter) as a profile in the hourly grid (full MW) which is published on the website <https://www.amprion.net/Energy-Market/Market-Platform/Grid-Losses/> the respective delivery year.

## **4 Submitting a bid**

### **4.1 General regulations of the tender submission**

The bid submission period for an auction is 6 hours. The bid shall be submitted via the Internet platform [www.tso-grid-loss.net](http://www.tso-grid-loss.net) provided by Amprion, unless the bidder chooses the "Bid-On-Behalf" procedure pursuant to Section 4.2.

Bids may be made for one lot, for several lots or for all lots. Bundling of lots is not possible. For each bid, the corresponding energy price in Euro/MWh must be stated exactly to two decimal places. The price quotations shall include all ancillary costs of the bidder. The legally owed value added tax is not included in the price quotations (net price).

The offers submitted on the Internet platform are valid and legally binding even without a handwritten signature.

The bids must have been received on the internet platform by the end of the published bid submission deadline on the respective bidding day. The offered working price of a lot of the submitted bid can be reduced at any time until the end of the bid submission deadline. An increase of the work price of a lot is not possible. Cancellation/deletion of individual lots is

possible at any time until the end of the bid submission period. However, it is then no longer possible to submit a new bid for the deleted lot.

By submitting a bid, the bidder acknowledges the "General Terms and Conditions for the Tender for Loss Energy and the Conclusion of the Electricity Supply Contract between Amprion GmbH and the Tendered Bidders" published on Amprion's website as well as the schedule supply and purchase of energy to compensate for physically induced grid losses (loss energy). These General Terms and Conditions for the Tendering of Loss Energy and the Conclusion of the Electricity Supply Contract between Amprion GmbH and the Tendered Providers shall be drawn up in German only.

The effort for the preparation of a tender will not be reimbursed.

## **4.2 Bid-On-Behalf**

Offers in text form may be submitted by e-mail up to one hour before the end of the published deadline for submission of offers. In addition, Amprion shall be notified by the bidder by telephone of a bid submitted in text form.

Contact information for bid submission in text form:

E-Mail: [info.frontoffice@amprion.net](mailto:info.frontoffice@amprion.net)

Tel.: +49 (0) 2234-85-54444

Amprion shall enter these bids on the platform on behalf of the bidder immediately after their receipt by Amprion. The offer is time-stamped with the time at which Amprion entered the offer on the tender platform. The offer must be complete and contain at least the following unique data:

- Contact details of the supplier (including e-mail address),
- EIC code of the balancing group through which the delivery of the loss energy is to be handled,
- Date of the tender for which the offer is to be valid,
- Bid(s) indicating the working price in EUR/MWh with exactly 2 decimal places.

The supplier is responsible for the correctness and completeness of his information. Incomplete bids or bids not submitted on time shall be deemed not to have been submitted and shall not be considered. The other provisions under item 4.1 shall apply mutatis mutandis.

## **5 Award**

### **5.1 Criteria for the award of the contract**

Amprion will award the contract for the supply of the loss energy with the aim of minimum total costs on the basis of all valid offers available for the respective tender date. The award will be made by Amprion in a non-discriminatory manner. Since all lots are identical in structure and size for each tender date, the lots will be awarded starting with the lowest bid over the total of all bids. If, when the last lot(s) is/are awarded, there are several bids with identical energy prices, the time of receipt of the bid shall determine the award or the time stamp shall determine the last and thus relevant reduction of the energy price.

During the bid submission period, Amprion will, if necessary, display to the bidders a ranking of their submitted bids and/or the upper marginal power price of the bids currently being awarded on the bidding platform.

In accordance with the stipulation of the Federal Network Agency on the tender procedure for loss energy and on the procedure for determining grid losses of 21.10.2008, Amprion is entitled to set notarially deposited price ceilings for the tender.

### **5.2 Binding period**

The award decision shall be made automatically by the Internet platform immediately after the end of the deadline for submission of bids. The bidder's binding period for the submitted bid ends with the award decision by the platform.

The binding period for bids submitted in writing pursuant to Section 4.2 shall be extended by a maximum period of one hour after the end of the bid submission period.

### **5.3 Surcharge and conclusion of contract**

With the acceptance of the bid, an electricity supply contract for the energy to cover the losses between Amprion and the bidder (seller) is concluded in accordance with the tendered product, the associated energy quantity (contract quantity) and the offered price. After the award, the supplier can download the awarded lots or results (Auction Results) for its offers from the internet platform.

In particular, as of the award of the contract by Amprion, the provisions regarding the consequences of breaches of contract pursuant to the General Terms and Conditions for the Invitation to Tender for Loss Energy and the Conclusion of the Electricity Supply Contract between Amprion GmbH and the awarded bidders shall apply.

In the case of bid submission in text form (bid-on-behalf), the bidder shall receive an acceptance or rejection of his bids by e-mail no later than one hour after the end of the bid submission period.

#### **5.4 Internet platform malfunction**

In the event of unavailability of the Internet platform or other serious system restrictions, Amprion has the right to suspend the current invitation to tender and to repeat it at a later date. In this case, the obligation to publish the invitation to tender at the latest 3 weeks before the deadline for submission of bids pursuant to Section 3 may be waived. Any bids already submitted shall lose their validity upon notification of the suspension of the invitation to tender.

### **6 Adjustment of the tender procedure**

The General Terms and Conditions for the Tendering of Loss Energy for the respective delivery year are based on the technical and legal conditions at the time of preparation. Amprion reserves the right to adjust these General Terms and Conditions for Tenders at future dates, in particular in the event of changes in the circumstances due to legal requirements, official measures or regulations of the regulatory authority.

### **7 General contents of the contract**

#### **7.1 Delivery structure / profile**

In accordance with the award(s), the contractual quantity shall be placed, sold and delivered by the seller by schedule in the balancing group specified in the contact form for the duration of the delivery period or its delivery shall be arranged and placed, purchased and accepted accordingly by Amprion in the counter-schedule. The profiles of the supplier's awarded lots in the respective procurement year published at <https://www.amprion.net/Energy-Market/Market-Platform/Grid-Losses/> are authoritative for the order schedule. The provisions of the balancing group contract concluded by the balancing group manager with Amprion apply to the handling of the delivery of the schedule.

#### **7.2 Transfer point / balancing group**

The delivery is made to Amprion's loss balancing group in the Amprion control area. The transfer point is the loss balancing group of Amprion in the Amprion control area in Germany. For this purpose, it is necessary that the seller or the balancing group manager commissioned by the seller with the delivery has a valid balancing group contract with Amprion.

The loss balancing group of Amprion is: 11XRWENET-N-NV-F. The balancing group of the seller is specified in the respective contact form.



### **7.3 Place of performance**

Delivery and acceptance of the energy supply(s) as well as the transfer of all rights from the seller to Amprion shall take place at the transfer point.

### **7.4 Risk spheres of Amprion and seller**

Seller shall bear all risks associated with schedules, transmission and delivery of the Contract Quantity to the Delivery Point, and shall bear all costs or other amounts charged in connection therewith or otherwise. Amprion shall bear all risks associated with the acceptance of the contracted quantity at and from the point of delivery, and shall bear all costs or other amounts charged in connection therewith or otherwise.

### **7.5 Settlement of the energy supply**

Energy deliveries shall be processed in accordance with the provisions and standards applicable to the grid(s) used, in particular in accordance with the provisions of the GridCode valid at the time of delivery and the relevant regulations of the grid operators concerned.

### **7.6 Acceptance obligation**

Amprion is obliged to accept the contractual quantity provided at the transfer point.

### **7.7 Contract duration**

The electricity supply contract shall come into effect upon award of the contract pursuant to Section 5.3 and may only be terminated for good cause. Good cause shall be deemed to exist in particular if one of the contracting parties repeatedly breaches obligations under this contract. The extraordinary termination must be in writing.

## **8 Billing and remuneration**

Amprion shall issue a monthly credit note for the loss energy supplied by the seller in the amount of the price offered by the seller. The basis for settlement shall be the delivery quantities and delivery prices stipulated by the contracting parties in accordance with the lots awarded. Additional costs incurred by the seller due to a geographical distance between the place of performance and the place of delivery shall be borne by the seller. Amprion will issue the credit note within 6 working days after the end of the performance month and send it to the contact point mentioned in the contact form. Amprion payments shall be made(a) on the twentieth (20th) day of the calendar month or, if such day is not a business day, on the immediately following business day. In this Agreement, working days shall mean the weekdays Monday through Friday, unless such days are national holidays of the Federal Republic of

Germany (Germany). Payments shall always be made subject to correction in the event of subsequent complaints. The prices agreed on the basis of the offer with the lots awarded are net prices. They do not include taxes and duties. These are to be paid additionally according to the legal regulations.

## **9 Notification and information obligations**

### **9.1 Limitation of loss energy output**

The Seller shall inform Amprion without delay of the reason and scope if it is unable to fulfill its delivery obligation without restriction - regardless of the reason. Unless the non-performance can be justified by force majeure, Clause 10.2 shall apply.

### **9.2 Coordination with other network operators**

The Seller agrees to the exchange of information between Amprion and any other network operators and balancing group managers that may be affected in connection with the supply of the loss energy.

### **9.3 Contact point**

The contact point of Amprion GmbH is named in section 19. The contact point of the contractual partner is named in the contact form.

## **10 Breaches of contract and disruption of service provision**

### **10.1 Non-performance due to force majeure**

#### **10.1.1 Force majeure**

The contracting parties understand force majeure to mean, in particular, war, severe weather, industrial action at the contracting parties' own plants or subcontractors' plants, damage to plants for the generation, transmission or distribution of electrical energy, statutory and official orders or other circumstances which cannot be averted by any of the contracting parties and the occurrence of which cannot be directly remedied by reasonable technical and economic means.

#### **10.1.2 Notification and mitigation of damage in the event of force majeure**

As soon as a contracting party has become aware of a circumstance of force majeure, the affected contracting party shall notify the other contracting party without delay and, as far as possible at that time, provide the other contracting party with a legally non-binding estimate of the extent and expected duration of its prevention of performance. The affected contractual

partner shall be obliged to make commercially reasonable efforts to limit the effects of the force majeure; it shall, as long as the force majeure continues and as soon as and to the extent known, provide the other contractual partner with reasonable information about the current status and the extent and expected duration of its prevention of performance.

#### **10.1.3 Exemption from the delivery and acceptance obligation**

If a contractual partner is prevented in whole or in part from fulfilling its delivery or acceptance obligations under this contract due to force majeure and such contractual partner complies with the requirements of Section 10.1.2, the contractual partner concerned shall not be in breach of contract. It shall be released from these obligations for the period and to the extent that the force majeure prevents its performance. The affected contractual partner shall not be obliged to pay damages in accordance with section 10.2 with regard to those quantities not delivered or accepted.

#### **10.1.4 Force majeure consequences for the other party**

Insofar as the Seller is released from its obligation to deliver due to force majeure, Amprion shall also be released from its corresponding obligation to accept and pay. Insofar as Amprion is released from its obligation to accept delivery due to force majeure, Seller shall also be released from its obligation to deliver.

### **10.2 Non-fulfillment of essential contractual obligations**

To the extent that the Seller fails to perform the Contract Quantity in whole or in part in accordance with the Contract and to the extent that such failure is neither due to Force Majeure nor the failure is the fault of Amprion, the failure to deliver shall be compensated by the Seller to Amprion within 14 calendar days. The compensation shall be calculated by multiplying:

- (a) the difference, if positive, between the price at which Amprion procured the respective quantity of energy not delivered on the market or elsewhere and the agreed contract price.
- (b) with the quantity of energy not delivered.

The right to extraordinary termination pursuant to Section 7.7 and further claims for damages shall remain unaffected by this provision.

## **11 Liability**

The contracting parties shall be liable to each other in accordance with the statutory provisions.

## **12 Security deposit**

### **12.1 Security deposit**

In justified cases, Amprion may require the Seller to provide security of an appropriate form and scope if it is to be feared that the Seller will not meet its delivery obligations under this contract or will not meet them on time. A justified case shall be deemed to exist in particular if

- the Seller has not fulfilled its delivery obligations towards Amprion or another grid operator or has not fulfilled them in time.
- enforcement measures have been initiated against the seller.

A security deposit shall be deemed to be reasonable if it corresponds to twice the expected monthly charge under this contract.

### **12.2 Duty to inform**

Upon Amprion's request, the seller shall provide Amprion with the necessary information for the supplementary assessment of its creditworthiness, e.g. annual reports, excerpt from the commercial register and, if applicable, further information relevant to creditworthiness.

### **12.3 Written request**

Amprion assures that the seller will be contacted by telephone prior to the written request for security deposit or advance payment, provided that the seller has named a contact person for Amprion for this purpose. If the seller fails to comply with a justified written request for security within 14 calendar days in accordance with section 12.1, Amprion shall be entitled to terminate the electricity supply contract without notice in accordance with section 7.7.

### **12.4 Utilization**

Amprion may claim the security deposit if the Seller fails to meet its delivery obligations under this contract or fails to do so in a timely manner and Amprion incurs expenses due to the Seller's failure to deliver pursuant to Section 10.2.

### **12.5 Guarantee**

To the extent that Amprion requires a security deposit pursuant to Section 12.1, Seller shall be entitled to provide instead a directly enforceable guarantee under German law of an EU financial institution with a waiver of the defense of anticipatory action and with the obligation to pay on first demand.

## **12.6 Return**

A security shall be returned without delay if its preconditions have ceased to apply.

## **13 Data exchange / data protection and confidentiality**

- (a) The contracting parties shall process and use the data collected or made available in connection with the performance of this contract for the purpose of data processing in compliance with Sections 6a, 12 (5) EnWG and the provisions of data protection law, insofar as this is necessary for the performance of the contract. The contracting parties shall treat the contents of the contract as confidential. It is prohibited to disclose information about its content to third parties, unless otherwise stipulated in clauses (b) as well as (c).
- (b) The contracting parties shall be entitled, in particular for the recording, balancing and billing of the loss energy, to pass on consumption, billing and contract data to third parties to the extent necessary for the proper technical and commercial processing of the supply. The Seller agrees to an anonymized publication of the tender results.
- (c) Amprion is entitled to disclose confidential data to authorities or courts if it is obliged to do so by applicable law. In particular, Amprion is entitled to disclose confidential data to the Federal Network Agency if this can be claimed.

## **14 Contract adjustment**

This electricity supply contract is based on the economic, legal, competitive and technical conditions prevailing at the time of its conclusion. If these conditions change significantly during the term of the contract, in particular as a result of legal requirements, official measures or regulations between the associations of the electricity industry at national or international level, the contracting parties undertake to adapt this electricity supply contract accordingly.

If in such a case no agreement can be reached between the contracting parties within a reasonable period of time despite mutual efforts, each contracting party shall have an extraordinary right of termination with a notice period of 1 month to the end of the month.

## **15 Legal succession clause**

Both contracting parties are entitled to transfer the rights and obligations arising from this electricity supply contract in their entirety to third parties with the written consent of the other party. Consent may only be refused for good cause, in particular if there are factually justified concerns about the technical or economic performance of the legal successor or transferee. The transferring contractual partner shall be obliged to provide the information necessary to examine the technical and economic capability of a possible legal successor or transferee

before consent is granted. By way of exception, consent is not required in the case of the transfer of rights and obligations to a company affiliated with the respective contractual partner within the meaning of Sections 15 et seq. AktG.

## **16 Severability clause**

Should any provision of this electricity supply contract be or become legally invalid, this shall not affect the validity of the remaining provisions. Instead, the contracting parties undertake to replace the legally ineffective provision with another provision that is as equivalent as possible in terms of the economic result. If the electricity supply contract contains gaps that need to be filled and for which the contracting parties, if they had been aware of them at the time of conclusion of the contract, would have provided for a reasonably mutually agreeable provision, the contracting parties undertake to supplement the contract accordingly, taking due account of the economic interests of both parties.

## **17 Involvement in disputes and place of jurisdiction**

Differences of opinion between the contracting parties concerning the rights and obligations established by the present Electricity Supply Contract and concerning the proper performance of the Electricity Supply Contract shall be settled by negotiation.

If an agreement cannot be reached, the ordinary court shall decide.

The place of jurisdiction is Dortmund.

## **18 Final provisions**

If a contracting party - in the context of a demand by the other contracting party or to settle a dispute initiated by the other contracting party - incurs reasonable expenses to prove that the other contracting party has not properly fulfilled its contractual obligations, these expenses shall be reimbursed upon request by the contracting party that has not fulfilled its obligations. Amendments or supplements to the electricity supply contract must be made in text form to be effective.

## **19 Contact details**

### **1. Contact point contact person Amprion GmbH according to clause 9.3:**

Amprion GmbH  
Systemführung Netze  
Energemarkt und Systembilanz (S-E)  
Von-Werth-Straße 274, 50259 Pulheim  
Tel.: + 49 (0) 2234-85-54444

E-Mail: [info.frontoffice@amprion.net](mailto:info.frontoffice@amprion.net)

**2. Contact point for settlement according to clause 9.3:**

Amprion GmbH

Systemführung Netze

Energiemarkt und Systembilanz (S-E)

Backoffice Systemdienstleistungen (S-EE-B)

Von-Werth-Straße 274, 50259 Pulheim

Tel.: + 49 (0) 2234-85-54233

E-Mail: [Backoffice-Ancillary-Services@amprion.net](mailto:Backoffice-Ancillary-Services@amprion.net)